

Sue Ray
AT&T Local Service Negotiator
Room 12N04
Promenade II
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Sue:

In response to the EMR requirements you requested feedback on, BellSouth is not in a position to provide detailed information on Unbundled Network Elements at this time. There are currently too many unknowns with UNEs to commit to specific requirements. Once the picture becomes a little clearer, we will be able to address the requirements you have provided. Until that time, any discussion of specifics relative to UNEs would be premature.

Sincerely,

Cray Hech



Pamela A. Nelson
District Manager
Access Supplier Management

Room 12W54 Promenade II 1200 Peachtree St., NE Atlanta, GA 30309 404 810-3100

Novemeber 6, 1996

Suzie Lavett
BST Lead Negotiator
Room E56
3535 Colonnade Parkway
Birmingham, AL 35243

Dear Suzie:

In October, AT&T transmitted the EDI requirements for Unbundled Network Elements (UNEs) to BellSouth. In the document we transmitted were the call detail information requirements associated with calls originating from or terminating to AT&T's leased UNEs sufficient to render interstate and intrastate access bills to IXCs. The five types of access records AT&T needs BellSouth to transmit in EMR format are: (Please reference the Sections titled: UNE Payables and UNE Receivables in the EDI document for further information)

Originating to IXC - LD call that originates on UNEs AT&T leases form BellSouth to IXC (AT&T Local Customer calls LD using another IXC). AT&T needs BellSouth to record the call so AT&T can bill the IXC.

Originating Local 800 - 800 call originates on UNEs AT&T leases from BellSouth to an ILEC providing the 800 service (AT&T Local customer places 800 call). AT&T needs BellSouth to record the call so AT&T can bill the ILEC that owns the 800 number.

Originating InterLATA 800 - 800 call originates on UNEs AT&T leases from BellSouth to an IXC providing the 800 service (AT&T Local customer places 800 call). AT&T needs BellSouth to record the call so AT&T can bill the IXC that owns the 800 number.

Terminating - LD call originates from an IXC and terminates through UNEs AT&T leases from the LEC (call terminates to an AT&T Local customer). AT&T needs BellSouth to record the call so AT&T can bill the IXC.

Originating IntraLATA - Call originates on UNEs AT&T leases from BellSouth and terminates outside the Local Calling Area but within the LATA (AT&T Local customer places IntraLATA call). AT&T needs BellSouth to record the call so AT&T can bill the ILEC/IXC.

On October 28, 1996, we received a letter form BellSouth (Craig Steele) stating that BellSouth was not in a position to provide detailed information on UNE at this time due to the unknowns with UNE and doing so would be premature.

We understand that, at this time, AT&T and BellSouth do not agree on the combinations when ordering UNE; however, our position as to which UNEs are technically feasible and how they may be combined should not delay our companies in working together on the above matter.

We again request that BellSouth, by no later than November 15, 1996, confirm their commitment to recording the originating and terminating call detail information requests as outlined in the EDI requirements.

If you have any questions on this matter, please contact me on 404-810-3100 or Sue Ray, of my staff, on 404-810-3123.

Sincerely,

Pamela A. Nelson

James ayelm

December 6, 1996

Sue Ray
AT&T Local Service Negotiator
Room 12N04
Promenade II
1200 Peachtree St. NE
Atlanta, GA 30309

Dear Sue:

In response to the letter dated November 6, 1996 from Pam Nelson to Suzie Lavett concerning recordings related to the unbundled network elements, BellSouth does make the recordings outlined. However, any details on possible records exchange would be premature.

Sincerely,

Cruz Stell

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December 19, 1996

Mr. Jerry Hendrix Room 29L6S 675 West Peachtree Atlanta, GA 30309

Dear Jerry:

In October, AT&T transmitted the EDI requirements for Unbundled Network Elements (UNEs) to BellSouth. The document contains the call detail information requirements associated with calls originating from or terminating to AT&T's leased UNEs sufficient to render interstate and intrastate access bills to IXCs. The five types of access records AT&T needs BellSouth to transmit in EMR format are (Please reference the Sections titled: UNE Payables and UNE Receivables in the EDI document for further information):

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Terminating - LD call originates from an IXC and terminates through UNEs AT&T leases from the LEC (call terminates to an AT&T Local customer). AT&T needs BellSouth to record the call so AT&T can bill the IXC.

Originating IntraLATA - Call originates on UNEs AT&T leases from BellSouth and terminates outside the Local Calling Area but within the LATA (AT&T Local customer places IntraLATA call). AT&T needs BellSouth to record the call so AT&T can bill the ILEC/IXC.

Also, as you are aware, we plan to send and receive Local and IntraLATA calls utilizing our 4ESS; accordingly, AT&T needs BellSouth to record and bill the following:

Originating Calls - For BellSouth to bill the appropriate Mutual Compensation rates or IntraLATA Access Rates on all calls where BellSouth can determine the accurate origination of the call. On calls where the originating telephone number will be inaccurate or missing (approximately 25% of the calls); BellSouth will not be able to determine whether the customer made a local or toll call, and we would need BellSouth to estimate and bill AT&T on the percent of local usage.

Terminating Calls - For BellSouth to record the call information and send the traffic to AT&T over designated trunk groups.

In November we escalated BellSouth's unwillingness to discuss UNE originating and terminating access requirements. We again received a letter from BellSouth stating that BellSouth does make the recordings outlined; however, any details on possible records exchange would be premature.

We again request that BellSouth, by no later than January 6, 1997, confirm its commitment to recording the originating and terminating call detail information requests as outlined in the EDI requirements; estimate and bill AT&T based on the percent of usage on calls where we do not know if the customer placed a local or intraLATA call; and record the call information on terminating calls and send the information via designated trunk groups.

If you have any questions on this matter, please contact me on 404-810-3100 or Sue Ray, of my staff, on 404-810-3123.

Sincerely.

Pamela A. Nelson

cc: Quinton Sanders
Al Calabrese

Atlanta, Georgia January 6, 1997

To:

Pamela A. Nelson, District Manager - AT&T

From:

Jerry Hendrix, Director - BellSouth Telecommunications, Inc.

Copy To:

Dave Hollett, Director - BellSouth Telecommunications, Inc. Bill Baker, Director - BellSouth Telecommunications, Inc.

Quinton Sanders - Senior Director - BellSouth AT&T Account Team

Subject:

AT&T Requirements for Billing in Unbundled Network Element (UNE) Environment

Your letter of December 19 has been reviewed by BellSouth Subject Matter Experts (SME) who are members of project teams developing UNE service offerings that include unbundled ports and unbundled local switching. Based on current research and planning, BellSouth expects to record the five types of usage detailed in the first portion of your correspondence. While definition of processes for distribution of billing data to OLECs is incomplete at this juncture, BellSouth is addressing the need for delivery of billing records to OLECs in the particular circumstances where such action is warranted.

As information, BellSouth definitely plans to record all local and intralata calls carried by BellSouth that originate from unbundled ports, and we commit that we will deliver the end user billing records to the OLEC customer of record on a daily basis via our 'OLEC Daily Usage File'. The end user billing data will be furnished in accordance with EMR industry standards, utilizing packing concepts with standard header and trailer records, and invoice sequencing controls. These optional daily files are available under contract with appropriate per message charges for distribution and data transmission.

Review of AT&T's requirements document for UNEs reveals certain fundamental differences between the AT&T plan and the BellSouth billing scenarios with regard to concepts and policies pertaining to the access component. Therefore, BellSouth cannot provide a blanket commitment to meet AT&T's documented requirements. In addition, BellSouth needs further clarification about the AT&T plan for sending and receiving local and intralate calls via its 4ESS. We need definition of specific call flows, with details of the situations where AT&T would expect BellSouth to record and distribute originating and terminating calls.

In order to fully explore the UNE data exchange implications and processes, it would be advisable for SMEs from both companies to discuss the particular call flows and billing concepts in question. Please contact me on (404) 529-8833 to arrange for a conference that will allow us to work towards an agreement acceptable to both companies, as well as other OLECs who will be purchasing BellSouth's unbundled services.

Sincerely,

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James S. Hill Negotiations & Implementation Manager Room 12N13 Promenade II 1200 Peachtree St. NE Atlanta, GA 30309 404 810-4929

April 2, 1997

Mr. Robert Echols
BellSouth Telecommunications, Inc.
Account Executive
Suite 410
1960 W. Exchange Place
Tucker, Georgia 30084

Robert,

As a follow up to our meeting on Monday, March 31, 1997, this letter is a recap of our discussion and action items. As discussed, AT&T would like to begin testing the pre-ordering, ordering, provisioning, maintenance, billing and account maintenance processes and systems that BellSouth has put in place to allow AT&T to offer local exchange service using unbundled network elements, including the Unbundled Network Element Platform (UNE-P). The common unbundled elements are: transport (both common and dedicated), signaling systems (including signaling links, signal transfer points and associated call related databases), tandem switching, operator services and directory assistance.

The initial phase will involve AT&T employees and is being initiated to ensure that BellSouth and AT&T have the proper operational processes in place to support a general local service offer by AT&T using unbundled network elements and UNE-P as customer connectivity options. During the course of this test, AT&T intends to issue orders to BellSouth which will mirror the general types of service requests we expect to get from customers when this offer becomes more widely available. The types of orders include, but are not limited to, establishing a new line to a customer, changing an existing BellSouth customer line to an AT&T customer, transitioning an AT&T local resale customer to UNE-P, installing and removing customer requested screening (e.g., block 900, prohibit collect calling to a customer's line), installing and removing features on the customer's line, changing a PIC code, etc.

Along with testing the operational processes, AT&T's other objectives include, but are not limited to, determining actual intervals for processing orders, delivering billing information and responding to repair requests, identifying process areas or systems interfaces which don't meet expectations and need to be refined (e.g., identifying where manual interventions are required), ensuring AT&T can receive all the recorded data necessary to bill end users, IXCs for interexchange access and LECs for reciprocal compensation, verifying that BellSouth can issue an accurate bill to AT&T for the unbundled network elements purchased, and establishing points of contact and escalation procedures.

It is our expectation that the initial test period will last for approximately 60 to 90 days, This should allow us time to establish the end user service and get through the BellSouth billing cycles. We would like to begin testing approximately April 16.

In summary, our expectation from our March 31 meeting is that BellSouth will respond to AT&T in our follow up meeting on April 7 with the following information:

- → Availability of EDI for ordering and provisioning of UNE-P; and identification of any manual processes.
- → BellSouth's requirements for ordering, provisioning and billing UNE-P
 - AT&T provided BellSouth with sample footprint order, proposing that all common elements be ordered on a single one-time basis for an entire market.
 - AT&T provided BellSouth with end-user form, LSR form, admin. form and combined loop/port form.
- → AT&T believes that no additional data elements are required for UNE-P compared to the resale forms. Any discrepancies should be identified by BellSouth.
- → BellSouth's requirements to transition customers from resale to UNE-P. AT&T requests details on BellSouth's process.

Robert, I appreciate your assistance in working with AT&T to develop an interim process for ordering and provisioning of UNE-P. Questions can be directed to me at 404-810-4929.

Sincerely.

James S. Hill

AT&T Negotiations and Implementation Manager

cc: Jessica Dickerson
Pam Nelson
Barbara Jenkins
Jill Williamson

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AGREEMENT FOR CONCEPT TESTING

WHEREAS. AT&T intends to enter the local telecommunications market in Florida: and

WHEREAS, prior to entering the local market, BellSouth and AT&T wish to engage in the testing of agreed upon operational interfaces and business procedures for the purchase of unbundled network elements ("Concept Testing"); and

. WHEREAS, BellSouth and AT&T desire to begin Concept Testing on or about April 16, 1997; and

WHEREAS, the Florida Public Service Commission is not expected to resolve remaining disputes regarding the arbitrated Interconnection Agreement until May 6, 1997;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AT&T and BellSouth hereby agree as follows:

- (1) Concept Testing will commence on or about April 16, 1997, and will last sixty (60) to ninety (90) days. The parties may mutually agree to extend Concept Testing as deemed necessary by the parties.
- (2) Concept Testing will be limited to residential and business telecommunications services for approximately 25 end users, all of whom are employees of AT&T. The telecommunications services and/or facilities included in Concept Testing shall be limited to those end users residing in Florida.
- (3) Concept Testing is solely intended to provide BellSouth and AT&T with on-line experience with the performance of the operational interfaces and business procedures developed by the parties. Both parties acknowledge that there may be technical, procedural or functional irregularities during Concept Testing. Except as specified in Section 5 below AT&T and BellSouth, including their respective employees, agree that neither party shall incur liability for any irregularities that may occur during or as a result of Concept Testing.
- (4) BellSouth will bill AT&T for the services purchased by AT&T during Concept Testing at the rates set forth in the Florids Publis Service Commission's order in Docket No. 960833-TP. BellSouth and AT&T shall conduct Concept Testing as to terms and conditions and restrictions within the parameters ordered by the Commission in Docket No. 960833-TP. This Agreement For Concept Testing shall be superseded by the Interconnection Agreement between the

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parties once the remaining areas of dispute are resolved by the Florida Public Service Commission.

NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL. RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS. LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION. WHETHER IN CONTRACT WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNOW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT: EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS. DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. Nothing in this Section 5 shall limit BellSouth's or AT&T's liability to the other (i) in tort for its willful or intentional misconduct; (ii) for bodily injury or death proximately caused by such party's negligence; (iii) wrongful disclosure of confidential information in violation of Section 6 of this Agreement; or (iv) violations of applicable laws of regulation, including orders of the Florida Public Service Commission.

(6) Confidentiality and Proprietary Information

For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements, and usage data transmitted between the parties, placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information pursuant to the Act and the rules and regulations of the Federal Communications Commission, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at

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least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.

The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original. The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.

The Recipient shall have no obligation to safeguard Confidential Information (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) effer it becomes publicly known or available through no breach of this Agreement by the Recipient: (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclosure Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination. Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information. Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its

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representatives and that the Discloser shall be entitled to seek suitable relief, including injunctive relief and specific performance. In the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives on the date indicated below

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, INC

BY Junes

DATE 04/17/97

BELLEOUTH

TELECOMMUNICATIONS, INC.

DATE 04/17/97

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petitions by AT&T Communications) of the Southern States, Inc.; MCI)
Telecommunications Corporation; MCI Metro)
Access Transmission Services, Inc. for arbitration of terms and conditions of a) proposed agreement with BellSouth
Telecommunications, Inc. concerning) interconnection and resale under the Telecommunications Act of 1996.

Docket No. 960833-TP Docket No. 960846-TP

Filed: June 9, 1997

MOTION TO COMPEL COMPLIANCE

AT&T Communications of the Southern States Inc. (AT&T), pursuant to Rule 25-22.037, Florida Administrative Code, hereby files a motion to compel BellSouth Telecommunications, Inc. (BellSouth) to comply with certain terms and conditions of Order No. PSC-96-1579-FOF-TP. In support, AT&T states as follows:

1. In PSC-96-1579-FOF-TP, issued Order No. on December 31, 1996, the Florida Public Service Commission set forth its policy determinations regarding AT&T's Petition for Arbitration with BellSouth Telecommunications, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996. Among other things, the Commission determined that it is technically feasible for BellSouth to unbundle various network features, functions and capabilities, and ordered BellSouth to provide them to AT&T, including the network interface device (NID), loops, loop distribution, switching, operator systems, cross-connect

functionality, dedicated transport, common transport, tandem switching, advanced intelligent network (AIN)capabilities, signaling link transport and signal transfer points. The Commission further determined that AT&T and MCI should be allowed to combine unbundled network elements (UNEs) in any manner they choose, "including recreating existing BellSouth services." Order No. 96-1579, p. 38. In addition, the 'Commission established recurring and, where appropriate, nonrecurring rates for each UNE based on its adopted standard of the total long-run incremental cost (TSLRIC) of each element. Order No. 96-1579, Attachment A. The TSLRIC cost plus the contribution included in the final prices for UNEs fully compensate BellSouth for UNEs provided to AT&T.

On January 15, 1997, BellSouth filed a Motion for Reconsideration of Order No. 96-1579 asking, inter alia, that the Commission reconsider its decision regarding UNE pricing and require AT&T to pay the discounted retail price when it purchases multiple UNEs in such a way that fully replicates an existing BellSouth service. By Order No. PSC-97-0298-FOF-TP, issued March 29, 1997, the Commission denied BellSouth's request for reconsideration on this Order No. 97-0298, pp. 7 and 8. The Commission also determined that, while the prices for the individual elements on a stand-alone basis were appropriate, it was concerned about duplication of charges when elements are combined. To this end, the Commission directed the parties to work together to establish nonrecurring and recurring charges that do not include duplicate charges when two or more UNEs are combined. Order No. 97-0298, pages 27 and 29. AT&T and BellSouth have made little progress on establishing such charges.

- Thereafter, in the process of finalizing the arbitrated interconnection agreement, BellSouth attempted to insert language that would have the effect of pricing UNEs that were combined by AT&T to provide service to its customers as a resold service, rather than at UNE prices. In Order No. PSC-96-0600-FOF-TP the Commission specifically, and for the third time, rejected BellSouth's position that a combination of UNEs that in some way replicated an existing BellSouth service be priced as though it were a resold service.
- Although finalization of the Interconnection Agreement was delayed because of BellSouth's position, AT&T obtained BellSouth's agreement to test the purchase, billing and provisioning of UNEs to avoid delay in its market entry plans. (See Attachment A.) In accordance with this agreement, BellSouth currently is providing four combinations of UNEs to AT&T in Miami so that AT&T employees may test the service by placing local and long distance One purpose of the test is to determine whether and

how accurately BellSouth is able to provision and bill for UNEs. As part of this test, AT&T requested BellSouth by letter dated May 23, 1997, to detail the type of information it would provide for each of the UNEs based on different call types. (See Attachment B).

- 5. By letter dated May 29, 1997, BellSouth announced that it would not bill AT&T for the UNEs being provided at the UNE rates ordered by the Commission, but instead would "treat requests for recombined UNEs which will substantially replicate existing retail services in the same manner as such requests received in our states other than Kentucky," i.e., as a resold service. (See Attachment C). In addition, BellSouth stated in the matrix of call types attached to the letter that it will not provide any call detail records for UNEs utilized for the type of calls identified in the matrix.
- 6. BellSouth has, by its May 29th letter, refused to provide UNEs at the prices ordered by the Commission, and unilaterally has chosen to impose its desired price structure for combined UNEs on AT&T despite the fact that its view has been rejected by the Commission three times previously by Orders Nos. 96-1579, 97-0289 and 97-0600.
- 7. Notwithstanding BellSouth's decision to impose its desired rate structure in the face of continuous rejection by the Commission, BellSouth even refuses to provide call

detail records associated with each UNE utilized in the provision of service to AT&T's test customers. BellSouth's failure to record and to provide the requested UNE data will foreclose any meaningful attempt to analyze the use of UNEs in the provision of local exchange service, BellSouth's ability to provision UNEs, AT&T's ability to monitor the accuracy of BellSouth's billing of UNEs and AT&T's ability to effectively price its local services utilizing UNEs.

8. BellSouth's actions are a direct impediment to AT&T's attempts to enter the local exchange market through the use of UNEs as authorized by the Commission and as required by the Telecommunications Act of 1996. As the de facto local monopoly, BellSouth is using its control of the essential elements necessary for local competition restrict the manner and extent of competition. BellSouth's refusal to provide UNEs at UNE prices or to record and provide the associated UNE data is an attempt to thwart competition and mold it into a distorted shape that is to BellSouth's advantage. These actions are contrary to the of the Commission, the impending AT&T/BellSouth interconnection agreement, the Telecommunications Act of 1996 and the state's legislative policy in favor of fair and effective competition.